

Memorandum

To: Bidders, Vendors, Offerors, Respondents, Contractors, Awardees (hereinafter collectively "Business Entity") and all Consolidated City of Indianapolis and Marion County Offices, Departments and Agencies
From: Carol Metz, Purchasing Administrator
Date: 7/1/2011
Re: E-Verify Contract Requirement

Pursuant to recently enacted State of Indiana legislation, all public contracts for services entered into or renewed after June 30, 2011 must contain certain E-Verify provisions. More specifically, IC 22-5-1.7 requires that all service agreements must contain provisions that:

- a. Require the Business Entity to enroll in and verify the work eligibility status of all newly hired employees of the Business Entity through the E-Verify program; and
- b. Provide that the Business Entity isn't required to use the E-verify program if it no longer exists.

Further, the Business Entity must sign an affidavit that the Business Entity does not knowingly employ an unauthorized alien.

Accordingly, all new service contracts and renewal amendments executed by the Consolidated City of Indianapolis and Marion County after June 30, 2011 shall be accompanied by a signed affidavit from the Business Entity and will contain provisions similar to the sample provided below.

Compliance With E-Verify Program. Pursuant to IC 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program ("Program"). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its subcontractor subsequently learns is an unauthorized alien. If Contractor violates this Section 5.24, City shall require Contractor to remedy the violation not later than thirty (30) days after City notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) period, City shall terminate the contract for breach of contract. If City terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to City for actual damages. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.

If Contractor employs or contracts with an unauthorized alien but City determines that terminating the contract would be detrimental to the public interest or public property, City may allow the contract to remain in effect until City procures a new contractor.

Contractor shall, prior to performing any work, require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Contractor determines that a subcontractor is in violation of this Section 5.24, Contractor may terminate its contract with the subcontractor for such violation.

Pursuant to IC 22-5-1.7 a fully executed affidavit affirming that the business entity does not knowingly employ an unauthorized alien and confirming Contractors enrollment in the Program, unless the Program no longer exists, shall be filed with City prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with the City.